



Digital Fastlane DF GmbH

(a limited liability company pursuant to Austrian law,  
having its corporate seat in Klagenfurt, Austria)

**Up to EUR 43.75 Million Tokenized 'CAM' Bearer Revenue Participation Rights  
(ISIN: AT0000A2KQT1)**

**§ 1. General**

- (1) *Issuer, Issuing.* Digital Fastlane DF GmbH, FN 444924 a, Lakeside B10, 9020 Klagenfurt, Austria (the "**Issuer**"), pursuant to resolution of the Issuer's shareholders (the "**Shareholders**") dated 9 February 2021, issues tokenized bearer revenue participation rights according to these terms and conditions (the "**Participation Right(s)**") in a total nominal amount of up to EUR 43,750,000.
- (2) *Denomination.* The Participation Rights are denominated in EUR and are divided into 35,000,000 single pieces with a nominal value of EUR 1.25 each (the "**Nominal Value**").
- (3) *Offer & Issue Price.* A public offering is made in Austria, France, Germany, Italy and Spain. The issue price of the Participation Rights changes over time based on the following schedule (the "**Issue Price**"):
  - from 2 June 2021 to 30 June 2021 the Issue Price is 90.0 % of the Nominal Value;
  - from 1 July 2021 to 31 July 2021 the Issue Price is 95.0 % of the Nominal Value;
  - from 1 August 2021 to 31 August 2021 the Issue Price is 97.0 % of the Nominal Value;
  - from 1 September 2021 to 30 September 2021 the Issue Price is 98.5 % of the Nominal Value;
  - from 1 October 2021 to 31 October 2021 the Issue Price is 99.0 % of the Nominal Value;
  - from 1 November 2021 to 30 November 2021 the Issue Price is 99.5 % of the Nominal Value;
  - from 1 December 2021 to 31 December 2021 the Issue Price is 100 % of the Nominal Value.
- (4) *Subscription.* The Participation Rights can be subscribed by interested investors (the "**Subscriber(s)**") in the period from 2 June 2021 to 31 December 2021. The minimum subscription amount is 800 pieces. The amount of Participation Rights subscribed multiplied by the applicable Issue Price is referred to as the "**Subscription Price**".
- (5) *Token, Tokenization.* For each Participation Right subscribed, the Subscriber is entitled to one 'CAM' ERC20 token on the Ethereum blockchain (the "**Token**"). The Participation Rights are tokenized, therefore all rights in connection with the Participation Rights are linked to the possession of the Token. Any person holding Participation Rights is therefore referred to as a "**Tokenholder**".
- (6) *Transferability.* The Participation Rights may be assigned freely starting on 1 January 2023 by transferring the Tokens. The period until 31 December 2022 is referred to as the "**Lock-Up Period**". During the Lock-Up Period, no assignment of Participation Rights and no transfer of Tokens may occur. After the expiration of the Lock-up Period, and subject to the Mandatory Assignment Whitelisting pursuant to § 2 para (2), the Participation Rights may be assigned to a third party at any time and without additional consent of the Issuer by transferring the Token on the Ethereum

blockchain to the whitelisted third party. If a transfer to a non-whitelisted third party is attempted, the Token is returned immediately. The Issuer considers an assignment as effective after the transfer of the associated Token on the Ethereum blockchain has been confirmed by at least 120 blocks after the block that records the transfer.

- (7) *Qualified Subordination.* The Participation Rights constitute qualified subordinated obligations of the Issuer ranking subordinated to all other existing and future unsubordinated obligations, except as otherwise provided by mandatory provisions of law. Tokenholders are not entitled to any payment if such payment would result in the insolvency of the Issuer. In the event of insolvency proceedings on the assets of the Issuer, the claims arising pursuant to the Participation Rights will only be taken into account after all non-subordinated creditors have been fully satisfied. Pursuant to § 67 para (3) of the Austrian Insolvency Act, the claims of Tokenholders are only satisfied after the elimination of a negative equity (§ 225 para (1) of the Austrian Corporate Code; *Unternehmensgesetzbuch*) or in the case of liquidation after satisfaction of all creditors. The Tokenholder declares that because of the claims under these Participation Rights, no insolvency proceedings need be opened.
- (8) *Duration.* The Participation Rights do not have a maturity date.
- (9) *Limitation.* All claims pursuant to the Participation Rights expire after thirty years from the respective due date.

## § 2. Mandatory Whitelisting

- (1) *Subscription Whitelisting.* A subscription is permitted only after
  - (a) the Subscriber has provided the Issuer with
    - (i) a duly completed subscription form;
    - (ii) identification of the Subscriber, evidence of a current residential address, and payment details to receive distributions from the Issuer; and
  - (b) the Issuer confirmed to the Subscriber that payment of the Subscription Price may be made (the "**Subscription Whitelisting**").
- (2) *Assignment Whitelisting.* An assignment of Participation Rights as well as a corresponding transfer of Tokens is permissible only after the assignee has provided the Issuer on [www.cam.tv/cam-token/assign](http://www.cam.tv/cam-token/assign) the same documents and information as stated in this § 2 para (1) lit (a) sub (ii) and the Issuer has confirmed to the assignor that an assignment may be made (the "**Assignment Whitelisting**").

## § 3. Subscription, Issuing and Returning of Tokens

- (1) *Subscription.* Subject to § 2 para (1), the Participation Rights are subscribed by paying the Subscription Price in Euro to the Issuer's bank account (IBAN: AT63 1200 0100 1535 2635; BIC: BKAUATWW; the "**Subscription Bank Account**"), or in Bitcoin or Ether as determined in accordance with § 11 to the following addresses on the respective blockchains (each, a "**Subscription Address**"):   
Bitcoin: bc1q83trmk3qq4krc77ktrvx95wejg2aq0w0fxsrgv  
Ether: 0xA33c5B6b60fFE7E2C8D59aB8bA72510e7619B303
- (2) *Issuing of Tokens.* After the Subscription Price has been received by the Issuer on the Subscription Bank Account or the Subscription Address, the Issuer transfers the Tokens to the Ethereum address that was provided by the Subscriber (the "**Delivery Address**"). The Issuer shall deliver the Tokens on the last day of the calendar month the Tokens were subscribed. To receive and manage the Tokens, Tokenholders shall use a wallet software that supports ERC20 tokens.

- (3) *Returning of Tokens.* In the event of a termination of the Participation Rights by a Tokenholder pursuant to § 8, the Tokenholder shall transfer the associated Tokens to the following Ethereum address (the "**Return Address**"): 0xd4C96A1e281b5dbc6e9c3b0531F526Be723aB4Cb.

#### § 4. Revenue Participation

- (1) *Scope.* Beginning on 1 January 2022, Tokenholders participate by means of the law of obligations in the Revenue of the Issuer (the "**Revenue Participation**").

"**Cam.TV Platform**" means the social media platform operated by the Issuer at [www.cam.tv](http://www.cam.tv).

"**Revenue**" means results from the amounts derived from sales of products and rendering of services on or by the Cam.TV Platform and received by the Issuer, net of sales reduction and value added tax and other taxes directly related to turnover (pursuant to § 231 para (2) item 1 and § 189a no (5) of the Austrian Corporate Code; *Unternehmensgesetzbuch*).

- (2) *Revenue Share.* Each Token participates in 0.000001 % of Revenue ("**Revenue Share**").
- (3) *Calculation Day.* Beginning on 11 January 2022, the Revenue Share for the preceding calendar week shall be calculated on Tuesday of the current calendar week ("**Calculation Day**").

#### § 5. Publication of Revenue

- (1) *Revenue Share.* The Issuer shall publish on a weekly basis on the Calculation Day the Revenue and Revenue Share for the preceding calendar week on [www.cam.tv/cam-token](http://www.cam.tv/cam-token).
- (2) *Financial Statements.* The Issuer shall publish, by 30 June of each calendar year, its annual financial statements for the previous financial year (the "**Annual Financial Statements**") prepared in accordance with applicable regulation on [www.cam.tv/cam-token](http://www.cam.tv/cam-token).

#### § 6. Revenue Distribution

- (1) *Mandatory Distribution.* Beginning on 7 February 2022, on the fifth business day of each calendar month (the "**Distribution Day**"), the Issuer shall effect payment of the Revenue Share of the previous calendar month to the Tokenholders (the "**Revenue Distribution**").
- (2) *Distribution Threshold.* A Revenue Distribution shall not occur if the Revenue Share is less than EUR 0.01, i.e., in case of Revenue of less than EUR 1,000,000 (the "**Distribution Threshold**").
- (3) *Distribution Increment.* Revenue Distributions shall be made in increments of one Euro cent.
- (4) *Carryover.* Revenue Share not distributed to Tokenholders shall carry over to the next Distribution Day until such Revenue Share has been distributed.
- (5) *Distribution Currency.* Revenue Distributions shall be made in Euro. Payment shall be made using the payment details provided by the Tokenholder in the Subscription Whitelisting or the Assignment Whitelisting pursuant to § 2. To receive Revenue Distributions in Euro, the Tokenholder shall provide payment details that permit the Issuer to effect a payment without paying a fee.

Example: If the Issuer's Revenue for a certain month is EUR 1,500,000, the Issuer would distribute to Tokenholders EUR 0.01 per CAM Token. A Tokenholder holding 1,000 CAM Tokens would therefore receive EUR 10 for that particular month (EUR 0.01 \* 1,000). The calculation of Revenue for the subsequent month would include the remaining EUR 500,000 that were not part of the distribution calculation in the previous month.

## § 7. Capital Measures

- (1) *Repurchase on the Market.* The Issuer may purchase any number of Participation Rights on the market or otherwise at any marketable price and at any time. The Issuer may hold such Participation Rights, resell them at a later point in time, or collect and devalue them at will. There is no dilution protection with regard to the repurchase of Participation Rights.
- (2) *Capital Structure.* The Issuer may take actions resulting in a change of its capital structure, in particular with respect to capital increases or decrease, changes of its legal form or the admission of new shareholders. There is no dilution protection with regard to any such corporate measures that lead to a change in the capital structure of the Issuer.

## § 8. Termination

- (1) *Ordinary Termination by the Tokenholder.* The Tokenholder may terminate the Participation Rights held by it, subject to a notice period of three months, as at 31 December of each calendar year.
- (2) *Extraordinary Termination.* The Issuer and Tokenholders may terminate the tokenized Participation Rights for good cause (*außerordentliche Kündigung*) at any time and without having to observe any notice period. The following circumstances shall constitute good cause for termination by the Issuer:
  - (a) in part vis-à-vis a single Tokenholder if that Tokenholder is in breach of its obligations concerning the Assignment Whitelisting; or
  - (b) in whole vis-à-vis all Tokenholders if changes in applicable laws such as supervisory laws or taxation laws make further compliance with these Terms impossible for the Issuer.
- (3) *Minimum Term.* The Tokenholder waives its ordinary termination right for a period of ten years starting on 1 January 2022.
- (4) *Pro Rata Rights.* An ordinary termination shall not affect the Tokenholder's *pro rata* right to the Revenue in the period preceding the termination.
- (5) *Waiver of Ordinary Termination by the Issuer.* The Issuer waives its right to ordinary termination of the Participation Rights.
- (6) *No Final Payment or Repayment.* For the avoidance of doubt, there is no final payment or repayment obligation upon termination of the Participation Rights.

## § 9. Costs and Taxes

All costs associated with distributions and all taxes and other charges shall be borne and shall be payable by the Tokenholders. Insofar as the Issuer is legally obligated to deduct or withhold taxes, fees and other charges, only the remaining amount shall be distributed to the Tokenholders. In particular, the Issuer may be obligated to withhold the capital gains tax at the expense of the Tokenholders and to transfer it to the competent tax authorities.

## § 10. Publications, Notifications

Insofar as the Austrian Consumer Protection Act does not apply, all notices and publications concerning these Participation Rights shall be published on the website of the Issuer ([www.cam.tv/cam-tokens](http://www.cam.tv/cam-tokens)). Any such notice shall be deemed received by the Tokenholders on the third day following the day of their publication. An individual notification of Tokenholders is not required.

## § 11. Reference Rate

*Reference Rate.* For subscriptions paid in Bitcoin or Ether, the payment amount to subscribe to the Participation Rights shall be calculated by converting the Subscription Price in Euro into Bitcoin or Ether at the current Reference Rate.

"**Reference Rate**" means the respective exchange rate as published at [www.coinmarketcap.com](http://www.coinmarketcap.com) at the time the transaction request was placed on the respective Blockchain. If [www.coinmarketcap.com](http://www.coinmarketcap.com) discontinues their service, the Issuer shall determine another source with comparable relevance and accuracy.

## § 12. Final Provisions

- (1) *Choice of Law.* These Participation Rights shall be subject to Austrian law, excluding reference norms of the Austrian International Private Law Statute (*Bundesgesetz über das internationale Privatrecht*).
- (2) *Place.* Place of fulfillment is Klagenfurt, Austria.
- (3) *Jurisdiction.* For all disputes arising out of or in connection with these Participation Rights between the Issuer and Tokenholders who are not consumers in the sense of the Austrian Consumer Protection Act, the court responsible for commercial matters in Vienna, Inner City shall have exclusive jurisdiction.
- (4) *Business Day Convention.* If an obligation pursuant to these Terms falls on a Saturday, Sunday or public holiday, the obligation shall be deemed to arise on the next business day.
- (5) *Severability.* If any provision of these terms and conditions is or becomes invalid in whole or in part, the remaining provisions shall remain in full force and effect. Insofar as the Austrian Consumer Protection Act does not apply, the ineffective provision shall be replaced by an effective provision which, to the extent legally possible, takes account of the economic purposes of the invalid provision.

*Digital Fastlane DF GmbH*